

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF LONG BEACH**

**and**

**THE CITY ATTORNEYS ASSOCIATION**

**OCTOBER 2, 2004 TO SEPTEMBER 30, 2007**

**MEMORANDUM OF UNDERSTANDING**  
**CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION**

**1. Recognition, Purpose and Implementation**

The City Attorneys Association is hereby recognized as the exclusive representative for employees of the City Attorney's Office in the positions indicated in Appendix "A", attached hereto and made a part hereof. The purpose of this Memorandum of Understanding is to set forth the joint recommendation to be submitted by the parties to the City Council of the City of Long Beach for implementation and shall not be binding unless and until the City Council:

- A. Approves the provisions contained in this Memorandum;
- B. Adopts the required ordinances and/or resolutions; and
- C. Appropriates the funds required to implement the provisions hereof.

**2. Term**

The term of this Memorandum shall be for three years commencing October 2, 2004 and terminating at midnight on September 30, 2007.

**3. Salaries**

The Salary Resolution will be amended to provide for the following salary increases for the classifications included in Appendix "A" on the effective date indicated:

March 4, 2006	-	3%
January 1, 2007	-	2%
July 1, 2007	-	3%

**4. Health, Dental and Life Insurance Benefits**

- A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits, the maximum amounts indicated below, for employees in permanent full-time positions for the period starting:

Effective December 1, 2004 - \$796 per month

2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's rate schedule in place effective 12/01/04, and will include any increases incurred up to the date of the change.

## MEMORANDUM OF UNDERSTANDING

### CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

#### 4. Health, Dental and Life Insurance Benefits (continued)

B. Effective December 1, 2005, and every December 1<sup>st</sup> thereafter, during the term of this agreement, the City contribution for health, dental and life insurance shall be established in the following manner:

1. On December 1, 2005, and every December 1<sup>st</sup> thereafter during the term of the agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:
  - a. On December 1, 2005, employees shall pay 30% of the increase or \$15 whichever is less, over the rates in effect on December 1, 2004 for the plan options selected.
  - b. On December 1, 2006, employees shall pay 30% of the increase or \$20 whichever is less, over the rates in effect on December 1, 2005 for the plan options selected.

These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the actual cost and the employee contributions outlined above.

#### 2. Example:

On December 1, 2004 a member enrolled in the City's POS 100 medical plan with Delta Dental coverage would have a \$200 per month payroll deduction for family coverage: and the cost of that plan increases by \$50 per month on December 1, 2005, the City and the employee will split the additional cost as defined in Section B (1) above and the employee will be responsible for 30% of the increase up to the cap, plus their existing payroll deduction. The new payroll deduction will be \$215 per month for family coverage (30% of \$50 up to the \$15 cap plus the current deduction).

3. On December 1, 2005, and every December 1<sup>st</sup> thereafter during the term of the agreement, any decreases in the cost for the health, dental and life insurance plans selected by employees shall be conveyed seventy percent (70%) to the City and thirty percent (30%) to the employee in the form of a rebate to the employee's payroll deduction for the selected plan. This section is not intended to provide a rebate if no employee deduction is required.

## **MEMORANDUM OF UNDERSTANDING**

### **CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION**

#### **5. Health Insurance Advisory Committee**

The City Attorneys Association shall have one member on the Health Insurance Advisory Committee.

#### **6. Physical Examinations**

Employees in the classifications of Senior Deputy City Attorney and Deputy City Attorney may participate in the City's Executive Physical Program. Costs shall be paid by the City.

#### **7. State Bar Association Dues**

The City shall reimburse each attorney for the cost of the annual dues for membership in the State Bar of the State of California.

#### **8. Retirement**

##### **A. Continuation of Retirement Benefits**

For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) on October 1, 2004, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on October 1, 2004. The City shall continue to pay to CalPERS on behalf of each eligible employee, who is a CalPERS member, an amount equal to seven-eighths (7/8) of his/her eight percent (8%) individual employee contribution.

##### **B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)**

1. As soon as practicable, the City shall amend its contract with CalPERS to implement a new tier of retirement benefit for employees hired on or after the effective date of the CalPERS contract amendment. The new tier benefit is 2.5% at 55 Modified retirement formula.
2. Upon amendment of the City's contract with CalPERS to provide the 2.5% at 55 Modified retirement formula for new hires, the City shall pay to CalPERS on behalf of each eligible employee an amount equal to seven-eighths (7/8) of his/her eight percent individual employee contribution.

## **MEMORANDUM OF UNDERSTANDING**

### **CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION**

#### **8. Retirement (continued)**

- C. Effective July 1, 2007, the City shall contribute on behalf of each eligible employee who is a CalPERS member, an amount equal to six-eighths (6/8) of his/her eight percent (8%) individual employee contribution.
- D. Report the Value of Employee-Paid Member Contribution (EPMC) – Special Compensation

The City shall continue to designate EPMC (Employer Paid Member Contribution) as compensation earnable and report it as such to PERS.

#### **9. Mileage Reimbursement**

Attorneys shall be entitled to mileage reimbursement in accordance with City Administrative Regulations and in such amounts as determined by the City Attorney.

#### **10. Continuation of Health Insurance for the Surviving Spouse and/or Eligible Dependents of a Retired Employee**

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continued payments by the City on the basic health insurance plan premium for the spouse and/or eligible dependents providing:

- A. The retired employee has an effective retirement date of July 1, 1983, or later;  
or
- B. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premiums shall continue until:

- A. The spouse remarries;
- B. The dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;
- C. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the

## MEMORANDUM OF UNDERSTANDING

### CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

#### 10. **Continuation of Health Insurance for the Surviving Spouse and/or Eligible Dependents of a Retired Employee (continued)**

Medicare supplement plan underwritten by the City's indemnity insurance carrier; or

- D. There is insufficient accumulated unused sick leave to pay the required monthly premium.

#### 11. **Holiday Schedule**

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday/Friday in November
Christmas Day	December 25
Personal Holiday Leave	(4 days)

Every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday.

For covered employees not on a holiday in lieu schedule, four personal holidays will be credited in the first pay period that begins in January. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Any unpaid time off will reduce the accrual amount. Thereafter, employees shall receive four personal holidays in the first pay period that begins in January.

Permanent part-time employees shall accrue personal holiday time at the rate of .62 hours for every 80 hours.

Employees who leave the City having taken/not taken their personal holiday leave prior to earning it, will have their separation pay debited/credited proportionately.

Employees on an in-lieu schedule will continue to receive 13 holidays per year. In Lieu/personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.

In no instance will employees receive more than 13 holidays per calendar year unless authorized by the President, Governor or City Council, as indicated in paragraph one above. In the event the State Legislature and/or the City Council establish a Cesar Chavez holiday, the number of holidays per calendar year will remain at 13. The number of personal holidays will be reduced to three.

## **MEMORANDUM OF UNDERSTANDING**

### **CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION**

#### **12. Executive Leave**

Persons holding the positions of Senior Deputy City Attorney and Deputy City Attorney shall be eligible to be granted executive leave by the City Attorney in accordance with and pursuant to the provisions of Section 4.10 of the City Personnel Ordinance. In addition, additional days of executive leave, not to exceed five days (40 hours) per calendar year, may be granted by the City Attorney at his sole and exclusive discretion.

#### **13. Additional Leave**

Permanent full-time bargaining unit member employees who are not eligible for executive leave described in paragraph 12, and who are on payroll as of April 1, 2006, will be credited – on a one time basis – with forty (40) hours of personal leave.

#### **14. Short-term/Long term Disability Benefits**

Employees in the classification of Senior Deputy City Attorney and Deputy City Attorney will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes. All other bargaining unit members may participate in this program at their discretion; however, they shall pay the full cost of all premiums.

#### **15. Life Insurance**

- A. In addition to the life insurance currently provided all permanent City employees, employees in the classifications of Senior Deputy City Attorney will be provided at a benefit level equal to three times their full annual salary to a maximum of \$300,000, and employees in the classification of Deputy City Attorney will be provided a \$200,000 per year life insurance policy. The City will pay the full cost of the annual premiums for said life insurance policies.
- B. All other Bargaining Unit members will be provided a \$100,000 per year life insurance policy.
- C. Because of tax consequences, the employees shall have the option of taking the City provided life insurance indicated herein, or additional life insurance not to exceed \$50,000. Should the employee choose the lower coverage, he/she cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage but may not elect to increase to the higher coverage at a later date.

## **MEMORANDUM OF UNDERSTANDING**

### **CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION**

#### **16. Jury Duty**

Employees will be limited to 80 hours of paid jury time each calendar year.

#### **17. Deferred Compensation**

- A. Effective January 1, 1998, and each January 1, thereafter, the City shall contribute \$600 for deferred compensation for all members of the bargaining unit.
- B. Except as provided under State and Federal Law, the amount of deferred compensation shall not be considered compensation for purposes of overtime, vacation, and other such calculations.
- C. The actual date the City will place the deferred compensation into a deferred compensation program selected by the employee is subject to current Federal and/or State law.
- D. To be eligible for the deferred compensation program provided above, an employee must formally enroll in accordance with applicable Federal and State law to participate in a deferred compensation program.

Except as otherwise provided herein, all existing provisions of the Salary Resolution and Personnel Ordinance that apply to employees represented by the City Attorneys Association shall remain in full force and effect during the term of this Memorandum of Understanding.

#### **18. Term and Renegotiation**

The term of this MOU extension shall commence on October 2, 2004 and shall remain in effect through September 30, 2007. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provision of a successor MOU, that party shall serve upon the other, during the period from April 15, 2007 to May 15, 2007, its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

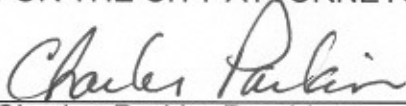


**MEMORANDUM OF UNDERSTANDING**

**CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION**

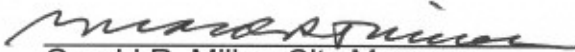
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 27 day of April, 2006.

FOR THE CITY ATTORNEYS ASSOCIATION:



Charles Parkin, President  
City Attorneys Association

FOR THE CITY OF LONG BEACH:



Gerald R. Miller, City Manager



Kevin Boylan  
Director of Human Resources

APPROVED AS TO FORM:



Robert E. Shannon, City Attorney

## APPENDIX A

### Positions Represented:

Claims Investigator/Representative I  
Chief Investigator  
Investigator I  
Investigator II  
Investigator III  
Senior Deputy City Attorney  
Deputy City Attorney  
Law Clerk  
Paralegal  
Legal Assistant - Subrogation  
Legal Records Management Supervisor  
Workers' Compensation Claims Examiner  
Workers' Compensation Claims Assistant  
Senior Workers' Compensation Claims Examiner